

BID FORM**MISSOURI DEPARTMENT OF TRANSPORTATION****GENERAL SERVICES**

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65102

REQUEST NO.	2-051228C
DATE	December 14, 2005
PAGE NO.	1 NO. OF PAGES

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL
BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m.CST December 28, 2005

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING
THE FOLLOWING SUPPLIES OR SERVICES.**QUOTATIONS TO BE BASED F.O.B. MISSOURI
DEPARTMENT OF TRANSPORTATION**

Submit net bid as cash discount stipulations will not be considered

To Delivery Locations as Shown on Attachment

**DEFINITE DELIVERY DATE MUST BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. ALL BIDS MUST BE
EXTENDED AND TOTALED.****BUYER:****BUYER TELEPHONE:**

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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Contract for the furnishing of **Epoxy Resin Bonding Agents for dowels in 22 oz. cartridges**
(TWIN), static mixers and retaining . For the period of January 1, 2006 to December 31, 2006.

Bonding Agents for dowels must be on Prequalified Approved Brand Name List with MoDOT.**Award "All or None" Basis**

Show brand and name of Manufacturer:

NOTE: The quantities shown are estimated requirements for the period specified herein
MoDOT reserves the right to increase or decrease quantities as needed.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver
any or all the items on which prices were quoted within days after receipt of formal purchase order.*

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____
Title: _____

BIDDING SHEET
EPOXY RESIN BONDING AGENTS FOR DOWELS
in 22 oz. cartridges (TWIN), Static Mixers and Retaining Nuts
(Estimated Quantities)

REQUEST NO. 2-051228C

<u>Location</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>District 1 - St. Joseph</u>			
Bonding agents for dowels	570 each	\$ _____	\$ _____
Static Mixer 9"	770 each	\$ _____	\$ _____
Retaining nuts for dowel systems	770 each	\$ _____	\$ _____

District 3 - Hannibal

Bonding agents for dowels	2500 each	\$ _____	\$ _____
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District 4 - Kansas City

Bonding agents for dowels	500 each	\$ _____	\$ _____
Static Mixer 12"	100 each	\$ _____	\$ _____

District 10 - Park Hills

Bonding agents for dowels	425 each	\$ _____	\$ _____
Static Mixer 9"	425 each	\$ _____	\$ _____
Retaining nuts for dowel systems	425 each	\$ _____	\$ _____

TOTAL AMOUNT \$ _____



**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS
(1039ERDBEP)**

Brand Name

Manufacturer

AC100 Plus
(7/02)

Power Fasteners
716 East 16th Ave.
North Kansas City, MO 64116

AC5.5 Plus
(7/02)

Power Fasteners
716 East 16th Ave.
North Kansas City, MO 64116

Acrylic-Tie
(9/99) (ASTM C881, Type 4)

Simpson Stone Tie
1720 Couch Dr.
McKinney, TX 5069

Anchor Gel - Two Hour Cure
(4/99) (ASTM C 881, Type 4)

CPR Products, Inc.
1250 Gravois Road
St. Louis, MO 63104

ArrowBond 1200
(1/98)

Fenton Supply Inc.
983 Gravois Road
Fenton, MO 63026

ArrowBond 1300
(1/98)

Fenton Supply Inc.
983 Gravois Road
Fenton, MO 63026

ArrowBond 1300 Fast
(1/98)

Fenton Supply Inc.
983 Gravois Road
Fenton, MO 63026

BurkEpoxy NS-RS
(8/04)

Burke By Edoco
4226 Kansas Ave.
Kansas City, KS 66106

CWC 910 Epoxy
(5/95)

Carter Waters
Box 412676
Kansas City, MO 64141

EPCON System Acrylic 7 Adhesive
(7/97)

ITW Ramset/Red Head
1300 N. Michael Drive
Wood Dale, IL 60191



**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
EPCON System Ceramic 6 Epoxy Adhesive (7/97)	ITW Ramset/Red Head 1300 N. Michael Drive Wood Dale, IL 60191
HIT HY-150 (5/96)	Hilti, Inc. P. O. Box 21148 Tulsa, OK 74121
Inject-Tite Fast Set (12/97)	Ankr-Tite 2415 E. 13th Place Tulsa, OK 74104
Inject-Tite Standard Set (12/97)	Ankr-Tite 2415 E. 13th Place Tulsa, OK 74104
Liquid Roc 300 Low Odor Adhesive (3/01)	MKT Fastening #1 Gunnebo Dr Lonoke, AR 72086
MO D.O.T. Pro-Poxy T-49 (3/92)	Unitex 3101 Gardner KS City, MO 64120
MP-3 Epoxy Grout (2/90)	Energy Absorption Systems, Inc. One East Wacker Drive Chicago, IL 60601
MP-3 With Cold Weather Promoter (2/90)	Energy Absorption Systems, Inc. One East Wacker Drive Chicago, IL 60601
Mark 198.3 (11/91)	Poly-Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139
Mark 198.8 (11/91)	Poly-Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139
Nu Way System (8/90) (ASTM C 881, Type 4)	Nu-Way Concrete Forms, Inc. 3991 Green Park Road St. Louis, MO 63125



**EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS**

<u>Brand Name</u>	<u>Manufacturer</u>
Paramount HVC (4/90)	Molly Fasteners 504 Mt. Laurel Ave. Temple, PA 19560
Paramount Pour (2/90)	Molly Fasteners 504 Mt. Laurel Ave. Temple, PA 19560
Polybac 1295-1 (10/92)	Polygem, Inc. 105 Carolina Drive West Chicago, IL 60185
Poly-Carb 198 (3/90)	Poly-Carb, Inc. 33095 Bainbridge Road Cleveland, OH 44139
Polyject #1605 (9/90)	Polygem, Inc. P. O.Box 609 West Chicago, IL 60185
Powers Rawl Hammer-Capsule (11/98)	Powers Fastening, Inc. 2 Powers Square New Rochelle, New York 10801
Pro-Poxy 300 (10/94)	Unitex 3101 Gardner Kansas City, MO 64120
Pro-Poxy 300 Fast (10/94)	Unitex 3101 Gardner Kansas City, MO 64120
Pro-Poxy 400 (3/02)	Unitex 3101 Gardner Kansas City, MO 64120
Quick Bond (2/91)	Prime Resins, Inc. 397 Chapman Road Lithonia, GA 30058
R-304 (8/95)	Richmond Screw Anchor Co. 417 Main Street Fenton, MO 63026



MATERIALS

EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS

<u>Brand Name</u>	<u>Manufacturer</u>
Rescon 304 (7/98)	Symons Corporation 4226 Kansas Ave. Kansas City, Kansas 66106
Rawl/Sika Foil-Fast (Fast Set) (3/91) (ASTM C 881, Type 4)	Sika Corporation P. O. Box 297 Lyndhurst, NJ 07071 Marketed by: The Rawlplug Co. 4180 Meramec St. Louis, MO 63116
Rezi-Weld Gel Paste-State Unitized Cartridge (1/98)	W. R. Meadows P.O. Box 543 Elgin, IL 60121
RSE DOT (07/05)	Hilti Inc. 5400 & 122 East Avenue Tulsa, OK 74146
Sealtight Rezi-Weld Gel Paste MO (3/94)	W. R. Meadows, Inc. P.O.Box 543 Elgin, IL 60121
Sikadur 33 Epoxy Gel (4/89)	Sika Corporation P. O. Box 297 Lyndhurst, NJ 07071
Sikadur Anchor Fix-3 (7/94) (ASTM C 881, Type 4)	Sika Corporation P. O. Box 297 Lyndhurst, NJ 07071
Simpson ETF (6/97)	Simpson Anchoring Systems 136 Official Road Addison, IL 60101
Solid Bond HR-200 (3/92)	Adhesives Technology Corp. 8041 S. 228th, Suite 101 Kent, WA 98032
Sonneborn Epogel (11/95)	Unitex 3101 Gardner Kansas City, MO 64120



EPOXY RESIN MATERIALS
FIELD SECTION 1039 TABLE 3 Continued
QUALIFIED MANUFACTURER AND BRAND NAMES
BONDING AGENTS FOR DOWELS

<u>Brand Name</u>	<u>Manufacturer</u>
Sonneborn Rapid Gel (5/96) (ASTM C 881, Type 4)	Unitex 3101 Gardner Kansas City, MO 64120
Spec Bond 201 (6/94) (ASTM C 881, Type 4)	Conspec Marketing & Mfg Co. 636 South 66th Terrace Kansas City, KS 66111
SurePoxy 116 (1/93) (ASTM C 881, Type 4)	Kaufman Products 3811 Curtis Ave. Baltimore, MD 21226
Sure Anchor I (J-51) (12/04) (ASTM C 881, Type 4)	Dayton Superior 4226 Kansas Ave. Kansas City, KS 66106
Ultrabond Speed Set-2 (7/97)	Adhesives Technology Corp. 450 E. Copans Road Pompano Beach, FL 33064
Ultrabond 1300, A22-1300 (5/04)	Adhesives Technology Corp. 450 E. Copans Road Pompano Beach, FL 33064

Note: The specification for dowels does not currently require ASTM C 881, Type 4. However, there are some miscellaneous situations requiring a load bearing epoxy for bonding hardened concrete to hardened concrete or other materials. ASTM C 881, Type 4 epoxies are suitable for that and are indicated above.



Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeree and must be adhered to. If time varies on different items, the Bidder/Offeree shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeree will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. For bids/proposals of \$25,000 or more, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.

- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Bidder/Offeree understands that this project involves state funds and the Bidder/Offeree awarded the contract will be required to comply with the Executive Order 05-30 of the Governor of the State of Missouri dated September 8, 2005. This order stipulates that there shall be no discriminatory employment practices by the Contractor or his subcontractors, if any, based on race, sex, religion, national origin, age, color, disability, or veteran status. The undersigned Contractor or his subcontractors, if any, shall give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- b. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- c. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeree agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.

**Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions**

- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory

agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.

- 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
- 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions**

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

☐ If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

☐ If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

☐ If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are not manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

☐ The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

☐ The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.